

_____ Company Name					_____ CAGE Code	_____ Supplier Number
_____ Street	_____ City	_____ State	_____ Zip	_____ County		

SECTION I: REPRESENTATIONS/CERTIFICATIONS: GOVERNMENT SUBCONTRACTS The Offeror represents and certifies as part of its offer that: (Check or complete all applicable boxes or blocks.)

A. REPRESENTATIONS

1. The North American Classification System (NAICS) codes applicable to this document are: _____
(insert applicable code(s) FAR 19.102)
2. The small business size standard is: 500 employees other _____ (insert size standard, FAR 19.102)
(The small business size standard for a concern that submits an offer in its own name (other than on a construction or service contract) but which proposes to furnish a product that it did not itself manufacture is 500 employees.)

B. SMALL BUSINESS

Offeror is, is not, a "small business concern" as defined in the Federal Acquisition Regulation (FAR) Part 19. (Complete Section B.1 through B.6 only if Offeror represented itself as a small business concern)

1. **SMALL DISADVANTAGED BUSINESS CONCERN** The Offeror represents and certifies, as part of its offer, that it is, is not, a small disadvantaged business concern.

The Offeror represents, in terms of the Small Business Act, that at least 51% of its unconditional ownership falls in the following category:

- | | | |
|---|---|---|
| <input type="checkbox"/> Asian-Pacific Americans | <input type="checkbox"/> Black Americans | <input type="checkbox"/> Hispanic Americans |
| <input type="checkbox"/> Subcontinent Asian Americans | <input type="checkbox"/> Native Americans | <input type="checkbox"/> Indian Tribe |
| <input type="checkbox"/> Native Hawaiian Organization | <input type="checkbox"/> Other Disadvantaged Business Concerns (Specify: _____) | |
| <input type="checkbox"/> Historically Black Colleges or Universities/ Minority Institutions | | |

- (a) "Asian-Pacific Americans" are United States citizens whose origins are in Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- (b) "Native Americans" are American Indians, Eskimos, Aleuts, and Native Hawaiians.
- (c) "Subcontinent Asian Americans" are United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- (d) "Native Hawaiian Organization" is any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, is controlled by and whose business activities will principally benefit such Native Hawaiians.
- (e) "Indian Tribe" is any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 that is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or that is recognized as such by the State in which such tribe, band, nation, group or community resides.

2. **SBA CERTIFICATION** (Complete only if Offeror represented itself as a small disadvantaged business concern in ¶ B.1. above): The Offeror represents, as part of its offer, that

- It **has** received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (a) No material change in disadvantaged ownership and control has occurred since its certification;
 - (b) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (c) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or
- It **has** submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

3. **HUBZone CERTIFICATION**

The Offeror represents, as part of its offer, that It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126.

4. WOMEN-OWNED SMALL BUSINESS CONCERN

The Offeror represents that the firm submitting this offer is, is not, a women-owned small business. A women-owned small business concern means a small business concern (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women. For the purpose of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are or are not women-owned if this information is available.

5. VETERAN-OWNED SMALL BUSINESS

The Offeror represents that the firm submitting this offer is, is not, a veteran -owned small business. A veteran-owned small business concern means a small business concern (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans. For the purpose of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are or are not veteran-owned if this information is available.

6. SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS

The Offeror represents that the firm submitting this offer is, is not, a service disabled veteran -owned small business. Service-disabled veteran-owned small business concern (1) Means a small business concern (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). For the purpose of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are or are not service disabled veteran-owned if this information is available.

The Offeror represents and certifies that the above information is true and understands that whoever, for the purpose of securing a contract or subcontract under subsection (a) of section 1207 of Public Law 99-661, the FY 1987 National Defense Authorization Act, misrepresents the status of any concern or person as a small business concern owned and controlled by a socially and economically disadvantaged individual or entity (as described in subsection (a)) shall be punished by fine, imprisonment or both and be subject to administrative remedies including suspension and debarment and be ineligible for participation in programs conducted under the authority of the Small Business Act.

C. FOREIGN CONTRACTOR Offeror is, is not, a "foreign contractor" as defined in the Federal Acquisition Regulation (FAR) 25.003.

D. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (For solicitations & contracts exceeding \$150,000)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) **Are** **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have** **have not**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) **Are** **are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) **Have**, **have not**, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(ii) The Offeror **has** **has not**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

E. PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (For solicitations & contracts expected to exceed \$100,000)

The Offeror, by signing, certifies compliance with the provisions of FAR Clauses 52.203-11, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)" and 52.203-12, "Limitation on Payment to Influence Certain Federal Transactions (Sep 2007)".

The definitions and prohibitions contained in the clause FAR 52.03-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions are hereby incorporated by reference.

1. The Offeror, by signing its offer, certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this subcontract.
2. Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this subcontract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.
3. Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.
4. Should the Offeror's circumstances change during the life of any resultant subcontract with respect to the above, the Offeror shall immediately notify the Buyer.

SECTION II. EQUAL OPPORTUNITY PROVISIONS

EQUAL OPPORTUNITY CLAUSE: If, during any 12 month period, including the 12 months preceding the award of the subcontract or purchase order of which this form is a part, Supplier (referred to in this clause as "Subcontractor"), has been or is awarded nonexempt Government Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Subcontractor shall comply with this Equal Opportunity clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Subcontractor shall provide information necessary to determine the applicability of this clause. (FAR 52.222-26)

(1) The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Subcontractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Subcontractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Government directly or through the Buyer, that explain this Equal Opportunity clause.

(4) The Subcontractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Subcontractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Government, directly or through the Buyer, advising the labor union or workers' representative of the Subcontractor's commitments under this Equal Opportunity clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Subcontractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Subcontractor shall furnish to the Government prime contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Subcontractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Subcontractor has filed within the 12 months preceding the date of subcontract award, the Subcontractor shall, within 30 days after subcontract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Subcontractor shall permit access to its premises, during normal business hours, by the Government prime contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Subcontractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Subcontractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this subcontract may be canceled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Subcontractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Subcontractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Subcontractor shall take such action with respect to any subcontract or purchase order as the Government prime contracting agency or Buyer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Subcontractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subcontractor may request the United States to enter into the litigation to protect the interests of the United States.

A cancellation or termination of the subcontract or purchase order, of which this CERTANN is a part, by or at the direction of the Government for noncompliance with the Equal Opportunity clause shall be grounds for Buyer to terminate this subcontract for default.

SECTION III. CERTIFICATIONS AND NOTICES

A. PREVIOUS CONTRACTS, COMPLIANCE REPORTS AND AFFIRMATIVE ACTION PROGRAM

The Offeror represents and certifies as part of its offer that: it

1. **has** participated in a previous contract or subcontract subject to either the Equal Opportunity clause implementing EO 11246, Executive Order 11141, the Rehabilitation Act and the Vietnam Era Veteran Readjustment Assistance Act, as amended or the clause originally contained in Section 301 of EO 10925, he has filed all required compliance reports; or
2. **has not** previously been required to file but is required to do so in conformance with the Equal Opportunity clause in this purchase order or subcontract, he will do so within 30 days after award thereof; AND
3. **has** 50 or more employees and either holds a Government prime contract of \$50,000 or more or holds a subcontract of any tier of \$50,000 or more under a Government prime contract, has developed and maintained at each of its establishments Equal Opportunity Affirmative Action Programs pursuant to 41 CFR 60-1 and 60-2; or if (3) does not apply, then alternatively,
4. if upon award of this purchase order or subcontract, it will have 50 or more employees and then hold a Government subcontract of \$50,000 or more (as described above) it will develop such an Affirmative Action Program within 120 days after award. It agrees to obtain, prior to award of any nonexempt subcontract hereunder, representations from the prospective Subcontractor indicating submission of required compliance reports by such Subcontractor.

B. NOTIFICATION OF VISA DENIAL

If Supplier is required to perform in or on behalf of a foreign country under any subcontract or purchase order resulting from Buyer's solicitation of which this CERTANN is a part, the clause at FAR 52.222-29 applies.

C. NOTICE REGARDING COMPLIANCE REVIEW

By regulation of the Office of Federal Contract Compliance, a subcontract award of \$10 million or more cannot normally be made until the prospective Subcontractor is found, on the bases of a compliance review, to be able to comply with the provisions of the Equal Employment Opportunity clause (Section II) (see 41 CFR 60-1 and FAR 22.805. Prospective Subcontractors are HEREBY NOTIFIED of such Equal Employment Opportunity Compliance Review requirements. (52.222-24).

SECTION IV. TOXIC CHEMICAL RELEASE REPORTING CERTIFICATION (not applicable for commercial items or for solicitations & contracts that are not expected to exceed \$100,000)

Offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- * (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- * (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- * (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- * (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- * (v) The facility is not located within any State of the United States or its outlying areas.

SECTION V. ISO CERTIFICATION

The Offeror has, has not received Certification for ISO 9000, ISO 9001, AS 9100, ISO _____ on _____ date.

SECTION V. DIRECTORATE OF DEFENSE TRADE CONTROLS REGISTRATION (INTERNATIONAL TRAFFIC IN ARMS REGULATIONS)

The Offeror certifies that it

is, or is not required to be registered to manufacture or export defense articles, or furnish defense services as required by the International Traffic in Arms Regulations (22 C.F.R. Part 122). If required to be registered, Offeror's current valid DDTC registration number is: _____.

SECTION VII. MASTER CERTIFICATION EXECUTION

By execution of this document, supplier confirms the currency and accuracy of the certifications and representations hereby made and the statements contained herein. Supplier understands and agrees that such certifications, prerepresentations and statements shall apply to all purchase orders and/or subcontracts issued to supplier within one year from the date of execution of this document. **Supplier agrees to promptly execute and submit a revised master certification form in the event changed circumstances occurring after the date of signature materially affect the accuracy of one or more of the certifications, representations or statements contained herein.**

COMPANY

STATE OF INCORPORATION

PRINT NAME AND TITLE OF OFFEROR

DATE (Use the date of Offeror's Proposal)

SIGNATURE OF OFFEROR
(Applicable to each representation above)

SS/L Buyer/SCA submitting Certification _____